37 Villa Road, Greenville, SC 29615 STATE OF SOUTH CAROLINA) MORTGAGE OF REAL PROPERTY Foot 1 59 AH '80 COUNTY OF _CREENVILLE_ 86 per 476. DONNE - TANKERSLEY February_ day of _ THIS MORTGAGE made this __ 15th among George P Rell, Ir and Jeanette Rice Bell (hereinafter referred to as Mortgagor) and FIRST UNION MORTGAGE CORPORATION, a North Carolina Corporation (hereinafter referred to as Mortgagee): WITNESSETH THAT, WHEREAS, Mortgagor is indebted to Mortgagee for money loaned for which Mortgagor has executed and delivered to Mortgagee a Note of even date herewith in the principal sum of _ (\$ _20_000_00----), the final payment of which Twenty Thousand and No/100-----90_____, together with interest thereon as . 19 ___ provided in said Note, the complete provisions whereof are incorporated herein by reference; February 15 AND WHEREAS, to induce the making of said loan, Mortgagor has agreed to secure said debt and interest This being the same property conveyed to the mortgagors herein by deed of M. G. Profitt, Inc. dated May 6, 1971 and recorded in the R.M.C. Office for Greenville County, South Carolina, on May 7, 1971 in Deed Volume 914 at Page 397. This mortgage is second and junior in lien to that mortgage given to First Federal Savings and Loan Association in the original amount of \$40,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on March 11, 1971 in Mortgages Book 1183 at Page 322. Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining. Including but not limited to all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light power, refrigeration, ventilation or other services, and also together with any screens, window shades, storms doors and windows, screen doors, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not).

TO HAVE AND TO HOLD the same with all privileges and appurtenances thereunto belonging to Mortgagee, its successors and assigns, forever, for the purposes hereinafter set out and Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple its successors and assigns, that Mortgagor is seized of, and has the right to convey, the premises in fee simple. that the premises are free and clear of all encumbrances except for a prior Mortgage, if any and that Mortgage will warrant and defend title to the premises against the lawful claims of all persons who figure 10. NORIGIGE CORPORATIO

MORTGAGOR COVENANTS with Mortgagee, its heirs, successors and assigns as folking Vice President

1. NOTE PAYMENTS. Mortgagor shall make timely payments of principal and the est on the above. mentioned Note in the amounts, in the manner and at the place sepforth therein. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. TAXES. Mortgagor shall pay all taxes, charges and assessments which may become a lien upon the premises hereby conveyed before any penalty or interest accrues thereon and shall promptly deliver to Mortgagee (at its request) official receipts evidencing payment thereof. In the event of the passage after the date of this Mortgage of any law imposing a federal, state or local tax upon Mortgage or debts secured thereby, the whole principal sum (together with interest) secured by this Mortgage shall, at the unit of Mortgagee, its successors and assigns, without notice become immediately due and payable.

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